

**HEALTH SAVINGS ACCOUNT ADMINISTRATOR
CAMPBELL COUNTY & CAMPBELL COUNTY PUBLIC SCHOOLS
REQUEST FOR PROPOSAL**

PURPOSE

The purpose of this Request for Proposal (RFP) is for Campbell County and Campbell County Public Schools (CCPS) to invite proposals from qualified firms for the continued administration of its Health Savings Account plan.

SCOPE OF REQUEST

Campbell County & Campbell County Public Schools (CCPS) seeks a highly qualified Health Savings Account Administrator to administer an existing HSA plan for approximately 1,300 County and School employees.

SUBMISSION OF PROPOSALS

One (1) original and six (6) copies of the proposal are to be returned in a sealed package marked “**CCADM 034-FY17; HEALTH SAVINGS ACCOUNT ADMINISTRATOR**”. Proposals will be accepted no later than 2:00PM, local prevailing time, **Wednesday, June 21, 2017**. Sealed proposals should be mailed to Central Purchasing, Haberer Building, 1st floor, 47 Courthouse Lane, Rustburg, VA 24588. Hand delivered proposals will be accepted at Central Purchasing, first floor, Haberer Building, 47 Courthouse Lane, Rustburg, Virginia before the acceptance time of 2:00 PM on June 21, 2017.

Proposals must arrive at the above address **on or before the date and time specified**. Late proposals will not be accepted and will be returned to the offeror.

REQUIRED PROPOSAL CONTENT

Proposals should be as thorough and detailed as possible so Campbell County & CCPS may properly evaluate your proposal. Offerors are required to submit:

- A cover letter. Proposals must be dated and signed by a duly authorized officer of the company.
- A complete copy of the RFP, including any addenda.
- Complete response to the Evaluation Factors addressed in order as listed below.
- At least five references with telephone numbers and point of contact.
- Other relevant information, qualifications, certifications, licenses, etc.
- All specific items or data requested in this RFP.

EVALUATION FACTORS

Campbell County & CCPS will evaluate all proposals received for the purposes of selecting a firm. You are invited to present your qualifications and understanding of the work to be performed. Required proposal content and evaluation criteria shall include, but are not necessarily limited to, the following:

Criteria	Weight
1. Offeror's ability to administer Health Savings Account Plan and related services.	25%

2. Related experience of staff to be assigned to our account and adequacy of available staff resources to replace individual(s) should the primary contact be incapacitated or cease employment with candidate firm.	25%
3. Demonstrated financial stability of offeror/recommended financial institution.	25%
4. Offeror's experience related to similar contracts with similar sized organizations.	15%
5. Selection of options available within the HSA for participants ease of use.	10%
TOTALS	100

SELECTION PROCEDURE

Offerors should make written proposals offering their qualifications and understanding of the Scope of Services.

Following evaluation of the written proposals as submitted, the Evaluation Committee may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of the written proposals. Such Offerors shall be encouraged to elaborate on their qualifications and performance or staff expertise pertinent to the proposed project, as well as alternative concepts and to answer questions from the evaluation panel.

Following these discussions, on the basis of the evaluation factors listed in this request and all information developed in the selection process to this point, the Committee shall rank those offerors whose professional qualifications and abilities to perform as proposed are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If considered fair and reasonable, the award shall be made to that offeror. If not, negotiations with the offeror ranked first shall be formally terminated and negotiations shall commence with the offeror ranked second, and so on until a contract can be negotiated that is consistent with the provisions of the RFP.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

AWARD OF CONTRACT

The contract award shall be at the sole discretion of Campbell County & CCPS based on the recommendation of the Evaluation Committee and based upon the evaluation of all the information received from the evaluation panel. Campbell County & CCPS reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of Campbell County & CCPS will be served.

TERM OF CONTRACT

Contract shall be for a term of three (3) years beginning on January 1, 2018 through December 31, 2020 with the option of two (2), one (1) year renewals.

PUBLIC INSPECTION OF PROPOSALS

All submitted proposals become the property of Campbell County & CCPS and will become available for public review. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must identify, prior to or upon submission, the data or materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

Any changes, amendments, or modifications to proposals prior to the deadline for receipt of proposals must be in writing and submitted to the Campbell County Purchasing Department and conspicuously labeled as a change, amendment, or modification of the previously submitted proposal. Changes, amendments, or modifications of proposals must be submitted any time prior to the designated due date and time for the receipt of proposals.

TERMINATION OF CONTRACT

Should the contractor fail to perform the work to the satisfaction of the County, in its sole discretion, the County has the right to terminate the contract immediately. In the event of termination pursuant to this paragraph, the contractor shall be paid for all services provided through the date of termination less any fines, remedial costs, or other fees that may be withheld.

INQUIRIES/CLARIFICATION OF TERMS

It is the responsibility of each prospective offeror to inquire about and clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of the solicitation documents, the prospective offeror should contact the following no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing.

Questions concerning the Requirements of this RFP may be referred, **in writing only**, to:

Michelle McClanahan
Chief Financial Officer
Campbell County Public Schools
mmcclanahan@campbell.k12.va.us

Questions concerning the RFP documents may be referred, **in writing only**, to:

Catherine C. Vance
Purchasing Agent
ccvance@co.campbell.va.us

ADDENDA TO RFP

Campbell County & CCPS may issue addenda to this RFP. Any such addenda officially amends this RFP and may be used to modify, correct, or add to the information contained herein. It is the sole responsibility of each offeror to check for any addenda issued.

REQUEST FOR PROPOSAL
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These general rules and conditions shall apply to each solicitation and consequent contract awarded by Campbell County Public Schools (Campbell County School Board), unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions of the contract, the Special Terms and Conditions shall apply.

The Central Purchasing Office is responsible for much of the purchasing activity of Campbell County. The term "Owner" as used herein refers to the contracting entity which is the Campbell County School Board which is sometimes referred to as the Campbell County Public Schools, Campbell County Schools, or the Schools. The Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals. Failure to do so will be at the Offeror's own risk and except as provided by law.

All solicitations issued and contracts awarded by Campbell County Schools are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

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1. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF THE PROPOSAL

2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Central Purchasing Office no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing. The paragraphs of this document apply to all purchases whether solicited by request for bid, request for proposals, or other method, regardless of the use of the word "bid" or "proposal" in an individual paragraph.
3. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS

BID/QUOTE/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the Central Purchasing Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a proposal on the official Owner form provided for that purpose shall be a cause for rejection of the proposal.
5. **LATE PROPOSALS:** Any proposal received at the Central Purchasing Office after the exact time specified for receipt of the proposal is considered a late proposal.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Central Purchasing Office by the designated date and hour.

Late proposals/modifications will be returned to the Offeror unopened, if solicitation number, acceptance date and Offeror's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled proposal openings or receipt of proposals will be extended to the next business day, same time.

6. **PROPOSAL OPENING:** All proposals will be opened at the time and place specified and read publicly. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be made available to the public. Offerors have no expectation of confidentiality and at any time after the opening proposals may be available to the public, in the discretion of the Owner and according to law.
7. **ADDENDA:** By submitting a proposal, the Offeror certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.
8. **MODIFICATION OF PROPOSALS:** Unauthorized modification of or any additions to any portion of the Invitation to Bid, Request for Quotation, or Request for Proposal may be cause for rejection of the bid/quotation request/proposal, or Owner may reject and refuse to consider any modification as a part of the proposal..
9. **WITHDRAWAL OF PROPOSALS:** A Offeror for a contract other than for public construction may request withdrawal of his or proposal under the following circumstances:
 - a. A written request for a withdrawal of a Proposal or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.
 - b. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.
 - c. No Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Proposal of the same offeror or of another offeror in which the ownership of the withdrawing offeror is more than five percent. In the case of Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
10. **ERRORS IN PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the Offeror. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after public opening cannot be corrected and the offeror will be required to perform if his or her proposal is accepted, except as provided in paragraph 9 hereof.
11. **PUBLIC INSPECTION OF PROPOSALS:** All submitted proposals, and any accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

- 12. TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Campbell County on request.
- 13. COUNTY BPOL LICENSING:** All firms with a business location in Campbell County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning the BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 434 332-9518.

SPECIFICATIONS

- 14. BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation, or in failure to consider the proposal.

- 15. PRODUCT EVALUATION:** The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the proposal of any Offeror who does not pass such evaluation to the Owner's satisfaction.
- 16. FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the offeror will be required to furnish articles in conformity with that specification.
- 17. OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment/product listed in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

- 18. CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD AND CONTRACT

19. AWARD OR REJECTION OF BIDS:

- a. The Owner shall award the contract to the highest qualified offeror who complies with all provisions of the RFP/B provided the proposal price is within funding available for the project. Awards made in response to a RFP/ will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP, in the sole judgment of the Owner.
- b. The Owner reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.
- c. Notice of Award – Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Campbell County website (www.co.campbell.va.us) for a minimum of 10 days.

- 20. QUALIFICATIONS OF OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) or services, and the Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Owner further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 21. STANDARDS OF CONTRACT:** The Owner reserves the right to cancel and terminate a contract at any time, at the convenience of the Owner. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination. That compensation shall be the sole remedy or compensation due to the Offeror/Contractor who shall have no other claim for damages.
- 22. AVAILABILITY OF FUNDS:** Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, in the sole judgment of the Schools, the Schools may terminate the contract without penalty, cost, or damage payment.
- 23. NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the IFB, or according to the Code of Va.
- 24. INSURANCE:** If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:
- Automobile Liability Insurance: \$1,000,000 combined single limit
- General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate
- Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate
- Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' compensation Act
- Within 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming Campbell County Public Schools as additional insured.
- All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The insurer shall provide 30 days written notice to Campbell County Public Schools before any cancellation or non-renewal of insurance coverage
- 25. INDEMNITY:** The contractor shall indemnify and hold harmless the Campbell County School Board, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the Campbell County School Board with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the negligence of the Campbell County School Board or its officers, boards, commissions, agents or employees in which event a court may apportion the damage.
- 26. PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later. No interest, late charges, or attorney fees will be paid under any circumstances by the School Board.

27. CHANGES TO THE CONTRACT:

- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased without the advance written approval of the Campbell County School Board.

28. EMPLOYMENT DISCRIMINATION: During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations place in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

29. DRUG FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees place by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

30. NONDISCRIMINATION STATEMENT

In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

31. ILLEGAL ALIEN EMPLOYMENT: In accepting this contract, the Contractor certifies that it does not and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

32. LICENSE: If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.

- 33. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Offerors organized, licensed or authorized to transact business or perform the contract contemplated in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code, or any other provision of the Code, must include in its proposals the identification number issued to it by the State Corporation Commission and a copy of any license. Any Offeror that is not required to be authorized or licensed to transact business or perform this contract in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized or licensed.
- 34. CONTRACT FORMATION:** The Contractor or successful bidder or offeror agrees to sign a contract drafted or approved by the Schools' Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Request for Proposal or Bid and all terms herein, shall constitute the terms of the contract and no provision of any response, proposal, or other agreement may vary or alter the same unless agreed in writing and approved by the Schools' Attorney. No provision of any other contract document may waive this provision unless expressly so stated and signed by the parties.
- 35. MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the term of the contract documents or these contract terms, conditions, and instructions shall be ineffectual, null and void. In addition, Campbell County Schools may declare a proposal that attempts to do so unresponsive and disqualified, in its sole discretion. In lieu of declaring the proposal or response disqualified, the Schools shall consider the modifications null and of no effect.
- 36. ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Campbell County Schools.
- 37. COSTS AND FEES:** In the event of any breach of contract, negligence, or other claim or cause of action that may arise against the Offeror/Contractor, said Offeror/Contractor shall be responsible for all attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the work, contract, or agreement, by contractor and any resulting claim, suit, arbitration, mediation, investigation, testing, preparation, or action.

OFFEROR/CONTRACTOR REMEDIES

- 38. PROTEST:** Offerors may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
- 39. APPLICABLE LAWS AND VENUE:**
- a. Any contract resulting from any solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from or related to a solicitation, RFP/B, or resulting work, business, or contract shall be proper only in Campbell County General District Court or Campbell County Circuit Court.
 - b. The Contractor shall comply with all applicable federal, state and local laws
- 40. CLAIMS PROCEDURE:** Contractual claims must be submitted to the Campbell County School Board in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The Board will consider all facts provided to it in a format established by the Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
- 41. SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question or to the specific portion of such provision, and the remaining provisions shall continue to be valid, binding, and in full force and effect.
- 42. COOPERATIVE PROCUREMENT:** This procurement is being conducted by the County of Campbell in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for

placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Rev. 2/14

CONTRACTOR REFERENCE SHEET

CONTRACTOR:

Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

YEARS IN BUSINESS:

Indicate the length of time you have been in business providing this type of service:

_____ Years _____ Months

REFERENCES:

Please list below at least five (5) recent references for whom you have provided this type of service. Include the date of services and the name and address of the person Campbell County has your permission to contact: (**Attach separate sheet if needed**)

CLIENT NAME AND ADDRESS

**PERSON TO CONTACT, PHONE AND FAX
NUMBER, AND DATE OF SERVICE**

(Signature)

(Title)

(Company)

**NOTE: RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL
CAMPBELL COUNTY & CAMPBELL COUNTY SCHOOLS
QUESTIONNAIRE**

Please note: The anticipated enrollment will be approximately 1,300 employees.

SERVICES

1. Please provide a complete description of all services you offer.
2. What assistance will you give in installing the case (i.e. level of commitment for providing education)?
3. What reports will be provided to the employer? How often are these available (include specimen copies of your standard reports)?
4. What reports will be provided to the employee? How often are these available (include specimen copies of your standard reports)?
5. Where is your servicing office that will be responsible for this account?
6. What employee education program will you make available, if requested? Specify goals of each program. Specify how the program would be implemented and by who.
7. Will a service representative be available at the various work sites on a regular basis if needed?
8. Provide an implementation timeline for a 1/1/2018 effective date.
9. Please provide sample enrollment materials and forms. Describe the initial and ongoing enrollment process including the funding transition for employees from current HSA administrator/account to you.
10. Describe in detail all options and timing related to employer remittance of employer and employee funds.
11. What tax reports will be provided to the employee?
12. Describe all methods of reimbursement available to the employee.
13. Describe all procedures in place to verify compliance with applicable regulations and associated remedies.

INVESTMENTS/TRUSTEE

1. Please provide a complete description of all investment options you offer. Include performance data and Morningstar ratings, if applicable.
2. Describe any minimum funding requirements.

3. How often can investment options be changed?
4. Describe the timing and process related to moving investment funds to the cash account for reimbursement.
5. Provide a complete description of the relationship and services of your trustee bank.

CUSTOMER SERVICE

1. Please provide a complete description of your customer service capabilities, turnaround time, and contact information.
2. Please describe your Web-based capabilities.

COMPANY

1. Please provide a copy of your most recent audited financial statement.
2. Please provide a resume/bio of company principals as well as any employees that will be handling the account.
3. How many employees do you have available that are qualified to administer our account in all respects if the primary individual assigned to our account becomes incapacitated or is no longer employed by your firm?
4. Please provide a description of your Health Savings Account book of business.

SERVICE GUARANTEES

1. Please provide a set of performance standards you will be willing to offer.

ATTACHMENT A

SIGNATURE FORM FOR RFP CCADM 034-FY17

**HEALTH SAVINGS ACCOUNT ADMINISTRATOR
CAMPBELL COUNTY & CAMPBELL COUNTY PUBLIC SCHOOLS**

My signature certifies the proposal as submitted complies with all Terms and Conditions as set forth in **CCADM 034-FY17; HEALTH SAVINGS ACCOUNT ADMINISTRATOR**.

My signature also certifies the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Campbell & Campbell County Public Schools and there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Campbell & Campbell County Public Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Campbell and Campbell County Public Schools.

I hereby certify I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

FEIN _____ Phone _____

Fax _____ Email _____

Commonwealth of Virginia License to do Business # _____

Authorized Signature _____

Name/Title (please print) _____

Date _____

ATTACHMENT B

AFFIDAVIT CERTIFYING COMPLIANCE WITH VA CODE § 22.1-296.1

This is to certify that no employee who will provide services on the school properties of Campbell County Schools and who is to have direct contact with students during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Name of Company/Vendor

Signature of Contractor/Vendor Agent

Date

Note: This form MUST be included with proposal documents